INVITATION TO BID	ALCON TO SERVICE STATE OF THE PERSON OF THE	100%	BIDS WILL BE PUBLICLY	OPENED:
STATE OF LOUISIANA			DEC 16, 2009	10:00 AM
DIVISION OF ADMINISTRATION				
OFFICE OF STATE PURCHASING	AMM		PURCHASING AGENCY NO. :	107001
====> VENDOR NO. : SOLICITATION : 2237674 FILE NO. : Q11941N OPENING DATE : 12/16/09 VENDOR NAME AND ADDRESS ====> FILL IN VENDOR NUMBER (FEIN), NAM ADDRESS ABOVE, BEFORE SUBMITTII)).	BUYER PHONE : (22 DATE ISSUED : 12/ REQ. AGENCY : 13/ SOUTHEAST LA. WA AGENCY REQ. NO. : 13/ VENDOR PHONE : FISCAL YEAR : 10 CLASS/SUBCLASS : 43/ SCHEDULED BEGIN DATE : 00/	10:00 AM Q11941N NG NG 15 NA BRAUD 15) 342-8036 101/09 6001 FOLD HERE> UR VETERANS' HOME 129027
MEDICAL OXYGEN & CYLINDER RENTAL FY10 SELWVH-RESERVE LA				
TO BE COMPL	LETED BY VE	NDOR		
PLEASE REMOVE FROM THIS COMMODITY CODE. DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIF CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT W DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACT BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. 4. BID BOND ATTACHED, CERTIFIED CHECK ATTACHE BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULE)	Y (30) DAYS. VILL NOT BE (CTS, CASH DI	CASH DISCOUI CONSIDERED IN SCOUNTS WILL OTHER, IF R	N . BE ACCEPTED AND TAKEN REQUIRED.	
INSTRUCTION	IS TO BIDDE	RS		
1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPEC 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK. 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OF "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE INVOICE OR DELIVERY, WHICHEVER IS LATER. 5. AMOUNT OF BID BOND REQUIRED: 6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. 7. DESIRED DELIVERY: 930DAYS ARO	ERASURES O OR AS OTHEI WITHIN 30 D	OR OTHER FOR	ED. BIDS CONTAINING "PAYMENT IN AD	FOLD HERE>
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOU				ED WITH
THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPE 9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STA PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD	TE OF LOUIS	SIANA INCLUDIN	IG BUT NOT LIMITED TO L.R.S. 39:1551-1	·
IN THIS SOLICITATION. 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE W SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOU BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INF	ITH ALL INST UT COLLUSIO	TRUCTIONS TO ON OR FRAUD.	BIDDERS, TERMS, CONDITIONS AND THIS BID IS TO BE MANUALLY SIGNED	
VENDOR PHONE NUMBER: TIT FAX NUMBER:	LE		DATE	
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)		NAME OF BI (TYPED OR		

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11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:

NA

NA

NA

NA

13. BID FORMS.

ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND:
- B. BID FILLED OUT IN PENCIL: AND
- C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.
TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN
ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT

14. STANDARDS OF QUALITY.

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFOMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.

THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

18. PRICES

UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES.

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

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21. NEW PRODUCTS.

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

22. CONTRACT RENEWALS.

UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

23. CONTRACT CANCELLATION.

THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

24. DEFAULT OF CONTRACTOR.

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT.
WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS
OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT
PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

25. ORDER OF PRIORITY.

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

26. APPLICABLE LAW.

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS.

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

28. SPECIAL ACCOMMODATION.

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

29. INDEMNITY.

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

30. SIGNATURE AUTHORITY.

IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

- 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
- 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
- 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

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1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
OFFICE OF STATE PURCHASING
P O BOX 94095
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING CLAIBORNE BUILDING, SUITE 2-160 1201 NORTH THIRD STREET BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

**ATTENTION: **

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC AT THE FOLLOWING WEB SITE: HTTP://WWWPRD.DOA.LOUISIANA.GOV/OSP/LAPAC/PUBMAIN.ASP ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

- 2 TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.
- 3 VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

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- 4 SUBSTITUTES. ONLY BRANDS AND NUMBERS STATED IN THE AWARD ARE APPROVED FOR DELIVERY UNDER THIS CONTRACT AND ANY SUBSTITUTION MUST RECEIVE PRIOR WRITTEN APPROVAL OF THE DIRECTOR OF STATE PURCHASING OR DESIGNEE.
- 5 PRICE REDUCTIONS. WHENEVER THERE IS A REDUCTION IN PRICE, WHICH IS LOWER THAN THE CONTRACT PRICE, OFFERED TO SIMILARLY SITUATED CUSTOMERS CONTRACTING FOR THE SAME PERIOD AND UNDER THE SAME TERMS AND CONDITIONS, SAID REDUCTION MUST BE PRESENTED DIRECTLY TO THE DIRECTOR OF STATE PURCHASING. NO PRICE REDUCTION ON A STATEWIDE CONTRACT MAY BE OFFERED TO AN AGENCY UNLESS THAT REDUCTION IS OFFERED TO ALL AGENCIES.
- 6 DELIVERIES. CONTRACTORS WILL MAINTAIN AN ADEQUATE SUPPLY OF ALL ITEMS IN ORDER TO MEET SPECIFIED DELIVERY.
- 7 INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER. QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.
- 8 PAYMENT. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION OF FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.
- 9 PREFERENCE. IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.

DO Y	OU	CLAII	M THI	S PRE	FERI	ENCE?	YE	:S					
SPEC	CIFY	LIN	E NUM	IBER (S	s) :								
										PRODUCT			TURED,
(NOI	E:	\overline{IF} 1	MORE	SPACE	IS	REQUI	RED,	INCL	JDE OI	N SEPARA	TE S	SHEET.)	

SPECIAL ⁻	TERMS & COND	DITIONS	INVITATION TO BID
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	IF SO, DO YOU LOUISIANA BYESFAILURE TO	OU CERTIFY T. USINESS WORK. NO SPECIFY ABOV.	BUSINESS WORKFORCE? YES NO HAT AT LEAST FIFTY PERCENT (50%) OF YOUR FORCE IS COMPRISED OF LOUISIANA RESIDENTS? E INFORMATION MAY CAUSE ELIMINATION FROM ES SHALL NOT APPLY TO SERVICE CONTRACTS.
10	**** PLE. *** COOPERATIVE STATE AGENCE BE PERMITTE. PURCHASING. SUBDIVISION PROCUREMENT SOLICITATIO	ASE NOTE - AN **********************************	CTION NEEDED IN THIS CLAUSE HAS CHANGED**** ***************************** POLITICAL SUBDIVISIONS OF THE STATE, QUASI ERNAL PROCUREMENT UNITS (DESCRIBED BELOW), MAY E FROM CONTRACTS MADE BY THE OFFICE OF STATE MAY, AT ITS OPTION, PERMIT POLITICAL TE, QUASI STATE AGENCIES, AND EXTERNAL RCHASE FROM ANY CONTRACTS AWARDED AGAINST THIS HECK ALL THAT APPLY:
	BI. TH. BI. OR.	ENCIES OR OT. DDER PERMITS E UNITED STA: DDER PERMITS GANIZATIONS CATED IN THI.	ANY CONTRACT AWARDED TO APPLY TO QUASI STATE HER POLITICAL SUBDIVISIONS OF THE STATE. ANY CONTRACT AWARDED TO APPLY TO AGENCIES OF TES GOVERNMENT. ANY CONTRACT AWARDED TO APPLY TO OTHER BUYING (OTHER THAN THE UNITED STATES GOVERNMENT), NOT S STATE WHICH, IF LOCATED IN THIS STATE, WOULD UBLIC PROCUREMENT UNIT.
11		TO BE FIRM F	ERWISE SPECIFIED, BIDS ON THIS CONTRACT WILL OR ACCEPTANCE FOR A MINIMUM OF 60 DAYS. IF E FIRM FOR THE SPECIFIED CONTRACT PERIOD.
12	ADDRESSED TO CONTRACT IT. VENDOR CHANDER CONSIDERED TO THIS WILL ADDITIONS W.	O THE DIRECTOMEN NUMBER WIGES, PRICE R. ED DURING THE AND THE BE ALLOWED THE BE OF SU	QUESTS FOR REVISIONS TO THIS CONTRACT MUST BE OR OF STATE PURCHASING AND SHALL REFER THE THE JUSTIFICATION OF THE REQUEST. DISTRIBUTOR EDUCTIONS AND JUSTIFIABLE ITEM DELETIONS MAY E CONTRACT PERIOD. NEW ITEM ADDITIONS WILL BE ANNIVERSARY DATE OF THE CONTRACT. EXCEPTIONS ONLY WHEN STATE PURCHASING HAS DETERMINED BSTANTIAL BENEFIT TO THE STATE AND WILL JUSTIFY ST REQUIRED TO MAKE SUCH ADDITIONS.

CONTRACTOR MUST IMMEDIATELY NOTIFY THE OFFICE OF STATE PURCHASING WHEN ANY DEALER ON THIS CONTRACT IS TERMINATED, RELOCATED OR ADDED. ALL

ORDERS PLACED WITH DEALERS PRIOR TO RECEIPT OF SUCH NOTIFICATION BY THE OFFICE OF STATE PURCHASING MUST BE HONORED. REVISIONS WILL BECOME EFFECTIVE ONLY UPON APPROVAL BY THE DIRECTOR OF STATE PURCHASING OR

DESIGNEE. BIDDER SHOULD INCLUDE WITH BID A LIST OF ALL PERSONS, IN ADDITION TO THE SIGNER OF THIS BID, WHO ARE AUTHORIZED TO REQUEST

REVISIONS TO THIS CONTRACT.

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- 13 CONTRACTUAL PERIOD. THE STATE OF LOUISIANA INTENDS TO AWARD ALL ITEMS FOR AN INITIAL PERIOD, NOT TO EXCEED 12 MONTHS. DELAYS IN AWARDING, BEYOND THE ANTICIPATED STARTING DATE, MAY RESULT IN A CHANGE IN THE CONTRACT PERIOD. IF THE SITUATION OCCURS, AN AWARD MAY BE MADE FOR LESS THAN 12 MONTHS.
- 14 QUANTITIES. THIS IS AN OPEN-ENDED REQUIREMENTS CONTRACT. QUANTITIES SHOWN ARE BASED ON THE PREVIOUS CONTRACT USAGE OR ESTIMATES. WHERE USAGE IS NOT AVAILABLE, A QUANTITY OF 1 INDICATES A LACK OF HISTORY ON THIS ITEM. THE SUCCESSFUL BIDDER MUST SUPPLY AT BID PRICES ACTUAL REQUIREMENTS AS ORDERED WHETHER THE TOTAL OF SUCH REQUIREMENTS IS MORE OR LESS THAN THE QUANTITIES SHOWN.
- 15 ORDERS. ALL STATE AGENCIES ARE TO ISSUE CONTRACT RELEASE ORDERS FOR THE ITEMS REQUIRED, AS AND WHEN NEEDED. POLITICAL SUBDIVISIONS OF THE STATE AND QUASI AGENCIES WHO HAVE BEEN AUTHORIZED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING, ARE TO ISSUE THEIR REGULAR PURCHASE ORDERS DIRECTLY TO THE SUPPLIER, MAKING REFERENCE TO THE CONTRACT AND ITEM NUMBER.
- 16 CANCELLATION
 THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH
 THIRTY (30) DAYS WRITTEN NOTICE.
- 17 CONTRACT PERFORMANCE EVALUATION
 IN AN EFFORT TO IMPROVE OUR CONTRACTS TO MEET THE NEEDS OF THE
 AGENCIES WE SERVE, THE CONTRACTOR'S PERFORMANCE WILL BE MONITORED.
 AGENCIES' FEEDBACK WILL BE REQUESTED REGARDING CUSTOMER SERVICE,
 DELIVERY, PRODUCT QUALITY, BILLING, OVERALL EFFECTIVENESS OF THE
 CONTRACT, AND ANY NEEDED CHANGES. THEIR RESPONSES WILL BE CONSIDERED
 IN DETERMINING OUR OPTIONS FOR RENEWALS OR REVISIONS AND REBIDDING.
 TO VIEW THE CONTENT OF THE CONTRACT PERFORMANCE EVALUATION FORM, GO TO
 HTTP://WWW.DOA.LA.GOV/OSP/ONLINEFORMS/SUBMIT/CONTRPERFORMANCE.PDF OR
 CALL FOR A COPY.
 - AGENCY REPORTS OF DEFICIENT PERFORMANCE WILL BE APPROPRIATELY ADDRESSED DURING THE CONTRACT PERIOD.
- 18 LACARTE PROCUREMENT CARD PROSPECTIVE VENDORS SHOULD BE AWARE THAT THE STATE HAS IMPLEMENTED A PURCHASING CARD PROGRAM, "LACARTE", WHICH USES A VISA CARD PLATFORM. VENDORS WILL BE ABLE TO RECEIVE PAYMENT FROM STATE AGENCIES USING THE CARD IN THE SAME MANNER AS OTHER VISA CARD PURCHASES.

UNDER THE "LACARTE" PROGRAM PURCHASE ORDERS ARE NOT NECESSARY. ORDERS MUST BE PLACED AGAINST THE NET DISCOUNTED PRODUCTS OF THE CONTRACT. ALL CONTRACT TERMS AND CONDITIONS APPLY TO PURCHASES MADE WITH "LACARTE"; HOWEVER, A VENDOR SHALL NOT PROCESS A TRANSACTION FOR PAYMENT THROUGH THE CREDIT CARD CLEARINGHOUSE UNTIL THE PURCHASED PRODUCTS HAVE BEEN SHIPPED OR THE SERVICES PERFORMED.

IF A PURCHASE ORDER IS NOT USED, THE VENDOR MUST KEEP ON FILE A RECORD OF ALL "LACARTE" PURCHASES ISSUED AGAINST THIS CONTRACT DURING THE

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	QUANTITY, LINE TOTAL AND BE PROVIDED TO THE OFFICE IN ACCEPTANCE IS NOR WILL IT BE THE EXCL	ILE MUST CONTAIN THE PARTICULAR ITEM NUMBER, D ORDER TOTAL. RECORDS OF THESE PURCHASES MUST CE OF STATE PURCHASING ON REQUEST. NOT A MANDATORY REQUIREMENT OF THIS CONTRACT USIVE METHOD OF PAYMENT BY AGENCIES.
	AWARDED THIS CONTRACT?	"LACARTE" AS A PAYMENT OPTION, SHOULD YOU BE
19	LA ECAT - LOUISIANA'S EFOR PLACEMENT OF CONTRASHOP VIA THE INTERNET, LINE. ORDERS ARE SENT FICATION THAT THE ORDER RETRIEVE IT. AFTER RECHAS THE ABILITY TO LOG	CAT PROVIDES AN INTERNET-BASED SHOPPING TOOL CT ORDERS. USERS OF THE CONTRACTS ARE ABLE TO CREATE SHOPPING BASKETS, AND PLACE ORDERS ON- ELECTRONICALLY TO THE VENDOR, WITH EMAIL NOTI- HAS BEEN ISSUED AND IS WAITING FOR THEM TO EIVING THIS NOTIFICATION, THE CONTRACT VENDOR INTO LA ECAT AND RETRIEVE HIS PURCHASE ORDERS, ASSOCIATED WITH NORMAL MAIL. MORE INFORMATION LOWING WEBSITE: HTTP://DOA.LOUISIANA.GOV/OSP/ECAT/ECAT.HTM.
	TRACT, ANY ORDERS PLACE. ELECTRONICALLY.	ROLLED IN LA ECAT AND ARE AWARDED THIS CON- D THROUGH LA ECAT WILL BE SENT TO YOU
		Y ENROLLED IN LA ECAT, BUT WOULD LIKE TO ENROLL ARDED THIS CONTRACT, SIMPLY PROVIDE THE INFOR-
	YES, SIGN	ME UP FOR FREE PARTICIPATION IN LA ECAT.
	EMAIL ADDRESS:	
	CONTACT PERSON:	
	CONTACT PHONE:	

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20 FEDERAL CLAUSES

CIVIL RIGHTS
BOTH PARTIES SHALL ABIDE BY THE REQUIREMENTS OF TITLE VII OF THE CIVIL
RIGHTS ACT OF 1964, AND SHALL NOT DISCRIMINATE AGAINST EMPLOYEES
OR APPLICANTS DUE TO COLOR, RACE, RELIGION, SEX, HANDICAP OR
NATIONAL ORIGIN. FURTHERMORE, BOTH PARTIES SHALL TAKE AFFIRMATIVE
ACTION PURSUANT TO EXECUTIVE ORDER #11246 AND THE
NATIONAL VOCATIONAL REHABILITATION ACT OF 1973 TO PROVIDE FOR
POSITIVE POSTURE IN EMPLOYING AND UPGRADING PERSONS WITHOUT
REGARD TO RACE, COLOR, RELIGION, SEX, HANDICAP OR NATIONAL
ORIGIN, AND SHALL TAKE AFFIRMATIVE ACTION AS PROVIDED IN THE
VIETNAM ERA VETERAN'S READJUSTMENT ACT OF 1974. BOTH PARTIES
SHALL ALSO ABIDE BY THE REQUIREMENTS OF TITLE VI OF THE CIVIL
RIGHTS ACT OF 1964 AND THE VOCATIONAL REHABILITATION ACT

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OF 1973 TO ENSURE THAT ALL SERVICES ARE DELIVERED WITHOUT DISCRIMINATION DUE TO RACE, COLOR, NATIONAL ORIGIN OR HANDICAP.

ANTI-KICKBACK CLAUSE
THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE MANDATE DICTATED
BY THE COPELAND "ANTI-KICKBACK" ACT WHICH PROVIDES
THAT EACH CONTRACTOR OR SUBGRANTEE SHALL BE PROHIBITED FROM
INDUCING, BY ANY MEANS, ANY PERSON EMPLOYED IN THE
COMPLETION OF WORK, TO GIVE UP ANY PART OF THE COMPENSATION
TO WHICH HE IS OTHERWISE ENTITLED.

CLEAN AIR ACT

THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS OR REQUIREMENTS ISSUED UNDER SECTION 306 OF THE CLEAN AIR ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

ENERGY POLICY AND CONSERVATION ACT
THE CONTRACTOR HEREBY RECOGNIZES THE MANDATORY STANDARDS
AND POLICIES RELATING TO ENERGY EFFICIENCY WHICH ARE CONTAINED
IN THE STATE ENERGY CONSERVATION PLAN ISSUED IN COMPLIANCE
WITH THE ENERGY POLICY AND CONSERVATION ACT (P.L. 94-163).

CLEAN WATER ACT

THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS, OR REQUIREMENTS ISSUED UNDER SECTION 508 OF THE CLEAN WATER ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

ANTI-LOBBYING AND DEBARMENT ACT
THE CONTRACTOR WILL BE EXPECTED TO COMPLY WITH FEDERAL STATUTES
REQUIRED IN THE ANTI-LOBBYING ACT AND THE DEBARMENT ACT.

21 NON-EXCLUSIVITY CLAUSE:

THIS AGREEMENT IS NON-EXCLUSIVE AND SHALL NOT IN ANY WAY PRECLUDE STATE AGENCIES FROM ENTERING INTO SIMILAR AGREEMENTS AND/OR ARRANGEMENTS WITH OTHER VENDORS OR FROM ACQUIRING SIMILAR, EQUAL, OR LIKE GOODS AND/OR SERVICES FROM OTHER ENTITIES OR SOURCES.

22 SCOPE OF CONTRACT

SUBMITTAL OF ANY TERMS AND CONDITIONS CONTRARY TO THOSE OF THE STATE

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OF LOUISIANA MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING BELOW, TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN YOUR BID ARE NULLIFIED, AND CONTRACTOR AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

BIDDER SIGNATURE

23 COMPENSATION INSURANCE, PUBLIC LIABILITY, AND PROPERTY DAMAGE INSURANCE, AS OUTLINED BELOW, ARE REQUIRED IN THIS BID.

CONTRACTOR'S LIABILITY INSURANCE:

PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE.

INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:

COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUTE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF \$1,000,000.

LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.

- 24 THE ABOVE QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.
- 25 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL

ODEOLAL TERM	2 0 CONDITIONS	INIVITATION TO DID	
SPECIAL TERMS	S & CONDITIONS	INVITATION TO BID	
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CONT	RACT TIME MAY NOT EX	CCEED THIRTY-SIX (36) MONTHS.	
26 THIS DATE	CONTRACT SHALL BE I	EFFECTIVE FOR THE PERIOD BEGINNING G JUNE 30, 2010.	

SPECIFICATIONS	INVITATION TO BID
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27 MEDICAL OXYGEN/CYLINDER	SERVICE FOR RESIDENTS
	+++++++++++++++++++++++++++++++++++++++
DELIVERY SELA WAR VETERANS' HOME 4080 W AIRLINE HIGHWAY RESERVE, LA 70084	
SIGNATURE TO BE OBTAINED	NTHLY WITH DAYS TO BE AGREED UPON
VENDOR TO BE LOCATED WIT EMERGENCY DELIVERIES NEE	THIN 40 MILES OF FACILITY FOR ANY EDED.
PER CYLINDER PER MONTH F	FEE TO INCLUDE ALL DELIVERY AND HANDLING.
USAGE APPROXIMATELY 96 (CYLINDERS PER MONTH
CYLINDER MIX AS FOLLOWS: (QUANTITIES OF EACH SU	;, JBJECT TO FACILITIES NEEDS)
OX M-AE POST VALVE ALUMI	NUM E 21 CF CGA 870 2165@70 DEGREES.
OX M-E POST VALVE ALUMIN	NUM E 21 CF CGA 870 2165@70 DEGREES.
OX M-EXRS STEEL GRAB-N-C PRESSURE OUT 21 CF CGA 5	GO E WITH BUILT IN REGULATOR 15 PSI MAX 540 2165@70 DEGREES
	GRAB-N-GO E WITH BUILT IN REGULATOR 21 CF CGA 540 2165 @70 DEGREES
************	**************
	NOTE G SPECIFICATIONS, PLEASE CONTACT BUYER R THAN SEVEN (7) DAYS PRIOR TO BID OPENING

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ANY QUESTIONS CONCERNING SPECIFICATIONS, PLEASE CONTACT BUYER IMMEDIATELY BUT NO LATER THAN SEVEN (7) DAYS PRIOR TO BID OPENING JANA BRAUD PHONE (225) 342-8036 FAX (225) 342-8688 EMAIL JANA.BRAUD@LA.GOV

PRICE S			ON TO E			
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED	TOTAL
	UNLESS SPECIFIED ELSEWHERE SHIP TO: SOUTHEAST LA. WAR VETERANS' HOME DEPT OF VETERANS AFFAIRS 4080 WEST AIRLINE HWY RESERVE, LA 70084					
00001	COMMODITY CODE: 430-48-000000 OXYGEN CYLINDER, FULL, RENTAL PER MONTH OX M-AE POST VALVE ALUMINUM E 21 CF CGA 870 2165@70 DEGREES AS PER BID SPECIFICATIONS SPECIFY BRAND (& NUMBER IF APPLICABLE)	165	МО			
00002	COMMODITY CODE: 430-48-000000 OXYGEN CYLINDER, FULL, RENTAL PER MONTH OX M-E POST VALVE ALUMINUM E 21 CF CGA 870 2165@70 DEGREES AS PER BID SPECIFICATIONS	165	МО			
00003	SPECIFY BRAND (& NUMBER IF APPLICABLE) COMMODITY CODE: 430-48-000000 OXYGEN CYLINDER, FULL, RENTAL PER MONTH OX M-EXRS STEEL GRAB-N-GO E WITH BUILT IN REGULATOR 15 PSI MAX PRESSURE	165	мо			
	OUT 21 CF CGA 540 2165@70 DEGREES AS PER BID SPECIFICATIONS SPECIFY BRAND (& NUMBER IF APPLICABLE)					

RICE SHEET	INVITATI	INVITATION TO BID					
MBER : 2237674 EN DATE : 12/16/09 TIME: 10:00 AM IUMBER :	BIDDER:				PAGE 14		
LINE COMMODITY/SERVICE DESCRIPTION NO.	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDE	D TOTAL		
0004 COMMODITY CODE: 430-48-000000	165	МО					
OXYGEN CYLINDER, FULL, RENTAL PER MONTH OX-M AEGNGVNTG ALUMINUM GRAB-N-GO E BUILT IN REGULATOR 15 PSI MAX PRESSURE OUT 21 CF CGA 540 2165 @70 DEGREES AS PER BID SPECIFICATIONS							
SPECIFY BRAND (& NUMBER IF APPLICABLE)							